

- c) Confidentiality;
- d) Obedience;
- e) Full disclosure;
- f) Accounting for all funds;
- g) Skill, care and diligence in the transaction; and
- h) Presenting all offers and counteroffers in a timely manner, unless a party has previously directed the licensee otherwise in writing.

Date Signature

2) as TRANSACTION BROKER, only. Florida law requires that real estate licensees operating as TRANSACTION BROKERS disclose to buyers and sellers their role and duties in providing a limited form of representation. As a TRANSACTION BROKER, _____

(Insert name of real estate entity and its associates)

provides to you a limited form of representation that includes the following duties:

- 1) Dealing honestly and fairly;
- 2) Accounting for all funds;
- 3) Using skill, care, and diligence in the transaction;
- 4) Disclosing all known facts that materially affect the value of real property and are not readily observable to the Buyer;
- 5) Presenting all offers and counteroffers in a timely manner, unless a party has previously directed the licensee otherwise in writing;
- 6) Limited confidentiality, unless waived in writing by a party. This limited confidentiality will prevent disclosure that the seller will accept a price less than the asking or listed price, that the buyer will pay a price greater than the price submitted in a written offer, of the motivation of any party for selling or buying property, that a seller or buyer will agree to financing terms other than those offered, or of any other information requested by a party to remain confidential;
- 7) Any additional duties that are entered into by this or by separate written agreement.

Limited representation means that a buyer or seller is not responsible for the acts of the licensee. Additionally, parties are giving up their rights to the undivided loyalty of the licensee. This aspect of limited representation allows a licensee to facilitate a real estate transaction by assisting both the buyer and the seller, but a licensee will not work to represent one party to the detriment of the other party.

Date Signature

3) as BUYER'S AGENT with respect to negotiations with sellers whose properties are listed for sale with other brokers and as TRANSACTION BROKER with respect to negotiations with sellers whose properties are listed for sale with broker. By authorizing broker to act as TRANSACTION BROKER buyer consents to broker representing the interests of both buyer or seller in such circumstances.

7. OTHER POTENTIAL BUYERS: Buyer understands and agrees that Broker may show properties in which the Buyer is interested to other prospective buyers without breaching any duty or obligation to Buyer.

8. COMPENSATION TO BROKER: The compensation to be paid Broker for the services to be performed under this Agreement and the manner and method of payment is set forth on the "Compensation Schedule" which is attached and made a part hereof and which has been signed by Buyer and Broker.

9. BUYER'S AND LESSEE'S RESPONSIBILITY: The duties of Broker and sales associates contained herein do not relieve Buyer from the responsibility of protecting his own interest. Buyer should carefully read all agreements to assure that they adequately express his/her understanding of the transaction. The Buyer also agrees to hold Broker harmless against all claims, damages, losses, expenses or liability arising from: (i) the handling of earnest monies by anyone other than Broker and Broker's sales associates; (ii) a seller's failure to disclose facts which materially affect the value and desirability of a property; (iii) the selection and compensating of vendors; and (iv) services or products provided by any vendor.

10. MANDATORY ARBITRATION; ATTORNEYS' FEES: All claims, disputes, and other matters in question between the parties arising out of or relating to this Contract, or any addendum or addition, SHALL BE DECIDED BY MANDATORY BINDING ARBITRATION in accordance with the Florida Arbitration Code, Chapter 682, Florida Statutes. Each party shall select an arbitrator and the two arbitrators so chosen shall choose a third arbitrator. The three arbitrators so chosen shall hear and determine the matter. THIS AGREEMENT TO ARBITRATE SHALL BE SPECIFICALLY ENFORCEABLE UNDER THE FLORIDA ARBITRATION CODE, and judgment upon the award rendered by the ARBITRATORS may be entered by the Court having jurisdiction thereof. In connection with any such arbitration or litigation, the prevailing party shall be entitled to recover all fees and costs incurred including reasonable attorneys' fees.

11. TERMINOLOGY AND CAPTIONS: All pronouns, (singular or plural, masculine, feminine or neuter) shall mean and include the person, entity, form or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The captions and paragraph headings hereof are for reference and convenience only and do not enter into or become a part of the context.

12. ENTIRE AGREEMENT: This Agreement constitutes the sole and entire agreement between the parties hereto and shall be construed under the laws of Florida. No modification of this Agreement shall be binding unless signed by all parties to this Agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto. In the event that any portion of this Agreement is found to be unenforceable, said clause shall be severed from the Agreement and the remainder of the Agreement shall remain in full force and effect.

13. SPECIAL STIPULATIONS: _____

ALL PROPERTY IS SHOWN WITHOUT REGARD TO RACE, AGE, HANDICAP, COLOR, RELIGION, SEX, FAMILY STATUS, OR NATIONAL ORIGIN. BROKER'S POLICY AS WELL AS FEDERAL LAW PROHIBITS BROKER(S) FROM PLACING ANY SUCH RESTRICTIONS ON SHOWINGS OR INFORMATION ABOUT THE AVAILABILITY OF THE PROPERTY.

Receipt And Acceptance: RECEIPT OF A COPY OF THIS AGREEMENT IS HEREBY ACKNOWLEDGED BY BUYER.

The above agreement is hereby accepted, _____ o'clock ____M, on the _____ day of _____.

Salesperson as an Independent Contractor Individually

Buyer

Broker's Acceptance of Agency

Buyer/Lessee